

**AMENDMENT TWO TO THE AGREEMENT BETWEEN  
WYOMING DEPARTMENT OF TRANSPORTATION  
AND  
LARAMIE COUNTY**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Blvd Cheyenne, WY 82009 and Laramie County (County), whose address is: P.O. Box 608, Cheyenne, WY 82003
2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Agreement between the WYDOT and the County. The purpose of this Amendment is to: a) extend the term of the Agreement to February 4, 2024.

The original Agreement, dated February 23, 2004, required the County to provide snow removal by Laramie County on portions of South Greeley Highway and Fox Farm road in Laramie County Wyoming.

Amendment One, dated May 23, 2022, amended the original Agreement to: a) extend the term of the Agreement through February 4, 2023; b) replaced Attachment A with Attachment B.

3. **Term of the Amendment.** This Amendment shall commence on February 4, 2024 or upon the date the last required signature is affixed hereto, whichever is later (Effective Date), and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule, or regulation.
4. **Amendments.**
  - A. The second sentence of Section II of the original Agreement is hereby amended to read as follows:

“The term of the Agreement is from the February 23, 2004 through February 4, 2024. All services shall be completed during this term.”

5. **Amended Responsibilities of the County.**

Responsibilities of the County have not changed.

6. **Amended Responsibilities of the WYDOT.**

Responsibilities of the WYDOT have not changed.

7. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between the WYDOT and the County, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the County of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the WYDOT.

**8. General Provisions.**

- A. **Entirety of Contract.** The original Agreement consisting of four (4) pages; Attachment A, consisting of one (1) page; Amendment One, consisting of three (3) pages; Attachment B, consisting of one (1) page; and this Amendment Two, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

**WYDOT:**  
Wyoming Department of Transportation

\_\_\_\_\_  
Mark Gillett, Chief Engineer

\_\_\_\_\_  
Date

**COUNTY:**  
Laramie County, Wyoming

\_\_\_\_\_  
Laramie County Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Laramie County Clerk

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

  
\_\_\_\_\_  
Alysia Goldman, Senior Assistant Attorney General

2/6/23  
\_\_\_\_\_  
Date

RECEIVED AND APPROVED AS  
TO FORM ONLY BY THE  
DEPUTY LARAMIE COUNTY  
ATTORNEY *AND* 5/16/2023